



George Latimer
County Executive

May 30, 2023

Westchester County Board of Legislators
800 Michaelian Office Building
White Plains, New York 10601

Honorable Members of the Board of Legislators:

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester (the "County"), acting by and through its Department of Health (the "Department"), to enter into a tri-party agreement with the Westchester County Health Care Corporation ("WCHCC") and Westchester Medical Center Advanced Physician Services P.C. (the "PC") for a five-year term commencing January 1, 2023 and expiring December 31, 2027 (the "Agreement").

Pursuant to the proposed Agreement, WCHCC and the PC would each provide their respective professional hospital services in connection with x-ray services for the following: (1) the Department's Tuberculosis Clinic patients who are referred by the Department to WCHCC; and (2) tuberculosis-related services when inpatient detention is mandated by New York State Law and/or court order.

The proposed Agreement represents a continuation of a prior agreement between the County, WCHCC and the PC, which expired on December 31, 2022. The Department has advised that since the expiration of the prior agreement, the County and WCHCC have been engaged in negotiations to finalize the terms of the proposed Agreement.

The Department has advised that under the proposed Agreement, the County would pay WCHCC and the PC a total amount not to exceed \$164,000 for all services provided under the Agreement as follows: (1) for x-ray services at the rates set by the County, which will be specified in Schedule "A1" of the Agreement, and (2) for tuberculosis-related services, on a per-patient basis at no more than the current Medicaid rate, which will be specified in Schedule "A1" of the Agreement. The PC would provide the reading and interpretation of x-rays and other diagnostic tests. It should be noted that the County will seek to be partially reimbursed by New York State for expenditures incurred by the County for both services under this Agreement. WCHCC would be required to use the funds paid by the County under the Agreement to pay WCHCC's costs for providing tuberculosis-related services (including but not limited to staff salaries) and upon the County's written request, WCHCC and the PC would be required to provide a semi-annual accounting to verify that the funds were spent in this manner.

Office of the County Executive

Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Email: CE@westchestergov.com
Telephone: (914)995-2900

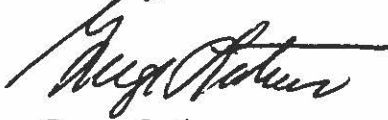
westchestergov.com

As your Honorable Board may recall, Section 3307(4) of the New York Public Authorities Law requires the approval of the Board of Legislators and Board of Acquisition and Contract for agreements with WCHCC.

The Planning Department has advised that the proposed agreement does not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 12, 2023, which is on file with the Clerk of your Honorable Board.

The Commissioner of the Department has approved the material terms of this Agreement and determined that the amount specified is fair and reasonable. Based upon the foregoing, I recommend your favorable action on the proposed Act.

Sincerely,

A handwritten signature in black ink, appearing to read "George Latimer", written in a cursive style.

George Latimer
County Executive

Attachments

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER, NEW YORK**

Transmitted herewith for your review and approval is an Act which, if adopted, would authorize the County of Westchester (the “County”), acting by and through its Department of Health (the “Department”), to enter into a tri-party agreement with the Westchester County Health Care Corporation (“WCHCC”) and Westchester Medical Center Advanced Physician Services P.C. (the “PC”) for a five-year term commencing January 1, 2023 and expiring December 31, 2027 (the “Agreement”).

Pursuant to the proposed Agreement, WCHCC and the PC would each provide their respective professional hospital services in connection with x-ray services for: (1) the Department’s Tuberculosis Clinic patients who are referred by the Department to WCHCC; and (2) tuberculosis-related services when inpatient detention is mandated by New York State Law and/or court order.

The proposed Agreement represents a continuation of a prior agreement between the County, WCHCC and the PC which expired on December 31, 2022. The Department has advised that since expiration of the prior agreement, the County and WCHCC have been engaged in negotiations to finalize the terms of the proposed Agreement.

The Department has advised Your Committee that under the proposed Agreement, the County would pay WCHCC and the PC a total amount not to exceed \$164,000 for all services provided under the Agreement as follows: (1) for x-ray services at the rates set by the County, which will be specified in Schedule “A1” of the Agreement, and (2) for tuberculosis-related services, on a per-patient basis at no more than the current Medicaid rate, which will be specified in Schedule “A1” of the Agreement. The PC would provide the reading and interpretation of x-rays and other diagnostic tests. It should be noted that the County will seek to be partially reimbursed by New York State for expenditures incurred by the County for both services under this Agreement. WCHCC would be required to use the funds paid by the County under the Agreement to pay WCHCC’s costs for providing tuberculosis-related services (including but not

limited to staff salaries) and upon the County's written request, WCHCC and the PC would be required to provide a semi-annual accounting to verify that the funds were spent in this manner.

As your Honorable Board is aware, Section 3307(4) of the New York Public Authorities Law requires the approval of your Honorable Board and the Board of Acquisition and Contract for agreements with WCHCC. Said approval of the Board of Legislators must be by an affirmative vote of not less than a majority of the voting strength of the Board.

Your Committee has been advised that the proposed Agreement does not meet the definition of an action under the New York State Environmental Quality Review Act and its implementing regulations, 6 NYCRR Part 617. Please refer to the memorandum from the Department of Planning dated January 12, 2023, which is on file with the Clerk of your Honorable Board. Your Committee has reviewed this analysis and concurs with this conclusion.

Your Committee has carefully considered and recommends approval of the proposed Act.

Dated: _____, 20_____
White Plains, New York

COMMITTEE ON

K:mg/2-23-23

FISCAL IMPACT STATEMENT

SUBJECT: TB CHEST XRAYS & PATIENT SVCS NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND AIRPORT FUND SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ 32,800

Total Current Year Revenue \$ 11,808

Source of Funds (check one): Current Appropriations Transfer of Existing Appropriations

Additional Appropriations Other (explain)

Identify Accounts: Fund: 101 Dept: 27 Unit: 0010-HSSN Subunit: 5200 Object/Subobject: 4238-VARIC

Subobject VARIOUS

Potential Related Operating Budget Expenses: Annual Amount \$32,800 (FY 2023)

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount \$11,808 (FY 2023)

Describe: State Aid

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: Starting FY 2023, anticipated expenditures of \$32,800 /year w/ anticipated State

Aid revenue of \$11,808 (State Aid revenue 36% per year)

Next Four Years: For FY 2024, anticipated expenditures of \$32,800/year w/ anticipated State

Aid revenue of \$11,808 (State Aid revenue 36% per year)

For FY 2025; 2026; 2027 anticipated expenditures of \$32,800 /each FY w/ anticipated State

Aid revenue of \$11,808 each FY (State Aid revenue 36% per year) respectively

Prepared by: Sunil Alphy *Sunil Alphy*

Title: Director of Fiscal Operations

Department: Health

Date: 4/27/23

Reviewed By: *[Signature]*

Budget Director

Date: 5/4/23

An Act authorizing the County of Westchester to enter into a tri-party agreement with the Westchester County Health Care Corporation and Westchester Medical Center Advanced Physician Services, P.C. for a term commencing January 1, 2023 and terminating December 31, 2027 pursuant to which the County will refer patients for x-ray services and tuberculosis-related services.

BE IT ENACTED by the Board of Legislators of the County of Westchester as follows:

Section 1. The County of Westchester (the “County”), acting by and through its Department of Health (the “Department”), is hereby authorized to enter into a tri-party agreement with the Westchester County Health Care Corporation (“WCHCC”) and Westchester Medical Center Advanced Physician Services, P.C. (the “PC”) for a five-year term commencing January 1, 2023 and expiring December 31, 2027 (the “Agreement”). Under the Agreement WCHCC and the PC shall each provide their respective professional hospital services in connection with x-ray services for the following: (1) Department’s Tuberculosis Clinic patients who are referred by the Department to WCHCC; and (2) tuberculosis-related services when inpatient detention is mandated by New York State Law and/or court order.

§2. The County shall pay WCHCC and the PC a total amount not to exceed \$164,000 for all services provided under the Agreement as follows: (1) for x-ray services at the rates set by the County, which will be specified in Schedule “A1” of the Agreement, and (2) for tuberculosis-related services, on a per-patient basis at no more than the current Medicaid rate, which will be specified in Schedule “A1” of the Agreement. The PC shall provide the reading and interpretation of x-rays and other diagnostic tests. The County will seek to be partially reimbursed by New York State for expenditures incurred by the County for both services under this Agreement. WCHCC and the PC shall be required to use the funds paid by the County under the Agreement to pay WCHCC’s costs for providing tuberculosis-related services (including but not limited to staff salaries) and upon the County’s written request, WCHCC and the PC shall be required to provide a semi-annual accounting to verify that the funds were spent in this manner.

§3. The County Executive or his authorized designee be and hereby is authorized and empowered to execute all instruments and to take all action necessary and appropriate to effectuate the purposes hereof.

§4. This Act shall take effect immediately.

THIS AGREEMENT, made the ____ day of _____, 20__ by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601, (hereinafter referred to as the "County,")

and

WESTCHESTER COUNTY HEALTH CARE CORPORATION, a public benefit corporation of the State of New York, having an office and principal place of business at Executive Offices, Taylor Pavilion, 100 Woods Road, Valhalla, NY 10595 (hereinafter referred to as the "Corporation")

and

WESTCHESTER MEDICAL CENTER ADVANCED PHYSICIAN SERVICES P.C., a professional corporation having an office at Executive Offices, Taylor Pavilion C-3, 100 Woods Road, Valhalla, NY 10595 (hereinafter referred to as "PC")

WITNESSETH :

WHEREAS, on _____ the Westchester County Board of Legislators adopted Act No. ____-20__ authorizing the County to enter into an agreement with the Corporation and the PC; and

WHEREAS, the County, through its Department of Health (the "Department"), desires to obtain professional hospital services in connection with X-ray services for Westchester County Health Department TB clinic patients; and

WHEREAS, the County also desires to obtain services whereby the County will refer Department patients for Tuberculosis-related services and where inpatient detention is mandated, those tuberculosis patients as required by New York State Law and through Court Order shall be given tuberculosis related services; and

WHEREAS, the Corporation and the PC desire to provide such services for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: In accordance with applicable laws and Corporation and PC policies, and to the extent Corporation's medical staff determines services are medically appropriate and Corporation and PC have available resources, the Corporation and PC shall each provide their respective professional medical services in connection with the County's TB clinic patients referred by the County to the Corporation, as provided and described in Schedule "A1," which is attached hereto and made a part hereof. The County must use the attached Radiology Referral Form for all patients referred.

SECOND: For patients referred by the County who have medical insurance which covers the services provided by the Corporation and/or PC pursuant to Paragraph "FIRST," the Corporation and PC will first seek payment for such services from the patient's medical insurance provider. For those patients referred by the County who do not have medical insurance covering such services, the Corporation and PC shall each be paid for their respective services at the reimbursement rates set by the County set forth in Schedule "A1." The total aggregate amount payable under this Agreement for all services shall not exceed One Hundred Sixty Four Thousand (\$164,000.00) Dollars per Term of this Agreement ("Cap"). The County shall immediately cease referring patients to Corporation and/or PC in the event this Cap is obtained and the Corporation will have no obligations to accept referrals from the County once the Cap is obtained.

Payment under this Agreement shall be made after receipt by the County of an invoice, which shall be uniquely numbered, and paid only after approval of the invoice by the Commissioner. In no event shall payment be made by the County prior to completion of all Work and the approval of same by the Commissioner

All requests for reimbursements by the Corporation and/or PC must be submitted to the Department of Health for payment by no later than **March 31** of the calendar year immediately following the year in which services for which payment is being requested were rendered and must include all forms as herein specified.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Corporation for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Corporation and the PC as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this paragraph "SECOND," but the County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Corporation or the PC to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The County shall not seek services from Corporation and/or PC for which funds have not been appropriated and made available. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Corporation and/or PC, then Corporation and/or PC shall have the right to terminate this Agreement immediately upon written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State

Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Corporation and/or PC, then Corporation and/or PC shall have the right to terminate this Agreement upon reasonable prior written notice.

The Corporation and the PC shall use the monies paid by the County under this Agreement to pay the Corporation's and the PC's costs for providing the services described in Schedule "A1" of this Agreement (including staff salaries), before such funds are used for any other purpose. At the County's prior written request, the Corporation and/or the PC shall provide the Commissioner with an accounting to verify that the money has been spent in this manner, unless services are being denied, in which case the County may cease payment until an accounting is provided.

THIRD: This Agreement shall be applicable to and effective for the period of January 1, 2023 through December 31, 2027 ("Term") unless terminated sooner as provided for herein. The Corporation and the PC shall properly maintain medical records relative to the services rendered for which compensation is to be paid by the County pursuant to the terms of this Agreement, which shall include, but not be limited to, the following:

1. Date
2. Names of patients x-rayed
3. Type of x-ray and radiology interpretation
4. Names of employees rendering service
5. Nature of service rendered
6. Required time expended.

FOURTH: The Corporation and the PC shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

FIFTH: Any party, upon thirty (30) days' notice to the other parties, may terminate this Agreement in whole or in part when the terminating party deems it to be in its best interest. In such event, the Corporation and/or PC shall be compensated and the County shall be liable only for payment for services already rendered prior to the effective date of termination and for services which Corporation and/or PC is obligated to continue providing to referred patients under this Agreement at the rates specified in Schedule "A1."

SIXTH: The County may request copies of all records compiled by the Corporation and/or PC in completing the work described in this Agreement, including but not limited to written reports, forms, test results, lab reports, studies, computer printouts, graphs, charts, and all other similar recorded data, in accordance with Corporation and/or PC policies and applicable laws.

SEVENTH: It is recognized and understood by the Corporation and the PC that for the purposes of this Agreement, all services performed by subcontractors shall be deemed services performed by the Corporation.

EIGHTH: The Corporation and the PC shall comply with all rules, regulations and licensing requirements pertaining to the services that it will provide under this Agreement.

NINTH: The Corporation and the PC expressly agree that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County.

TENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County: Commissioner, Department of Health
 145 Huguenot Avenue
 New Rochelle, New York 10801

with a copy to: County Attorney, County of Westchester
 Michaelian Office Building, Room 600
 148 Martine Avenue
 White Plains, New York 10601

To the Corporation: Westchester County Health Care Corporation
 Executive Offices, Taylor Pavilion

100 Woods Road
Valhalla, New York 10595
Jonathan Berkowitz, M.D., Medical Director, Emergency Services

with a copy to: Office of Legal Affairs
Westchester County Health Care Corporation
Executive Offices, Taylor Pavilion
100 Woods Road
Valhalla, New York 10595

To the PC: Westchester Medical Center Advanced Physician Services P.C
Executive Offices, Taylor Pavilion C-3,
100 Woods Road
Valhalla, NY 10595

ELEVENTH: Attached hereto and forming parts hereof are the schedules listed below. Simultaneous with its execution of this Agreement, the Corporation and the PC shall provide the County with a completed copy of each schedule. The Corporation and the PC agree that the terms of each of these schedules have been accepted and agreed-to by the Corporation and the PC by virtue of their execution of this Agreement, and the Corporation and the PC represent and warrant that Corporation and the PC have completed each of these schedules accurately and completely.

- 1.) Schedule "C" — "Business Enterprises Owned and Controlled by Women or Persons of Color"

Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by women or persons of color in contracts and projects funded by all departments of the County.

- 2.) Schedule "D" — "Required Disclosure of Relationships to County"

In the event that any information provided in Schedule "D" must be changed during the term of this Agreement, the Corporation and the PC agree to notify the County in writing within ten (10) business and provide an updated version of the schedule. The Corporation and the PC shall also have each approved subcontractor complete a

separate Schedule “D” and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Corporation and the PC within ten (10) business days of such event and such information shall be forwarded by the Corporation and the PC to the County in the manner described above.

3.) Schedule “E” — “Vendor Direct Program - Electronic Funds Transfer”

All payments made by the County to the Corporation and the PC will be made by electronic funds transfer (“EFT”) pursuant to the County’s Vendor Direct Program. If the Corporation and the PC are not already enrolled in the Vendor Direct Program, the Corporation and the PC shall fill out and submit an EFT Authorization Form as part of this Agreement. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Corporation and the PC understand that it must contact the County’s Finance Department.)

If the Corporation and the PC are already enrolled in the Vendor Direct Program, the Corporation and the PC hereby agree to immediately notify the County’s Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

TWELFTH: The Corporation and the PC hereby acknowledge its responsibility to comply with the County’s policy and procedure concerning the detection and prevention of fraud, waste, and abuse in Federal and State health care programs, as adopted in County Executive Order No. 1-2010, which is available at <http://www.westchestergov.com/rfp/EO1-2010.pdf>. The Corporation and the PC further hereby acknowledge their responsibility to assist the County in complying with other applicable provisions of County Executive Order No. 1-2010, as well as New York State Social Services Law §363-d, 18 NYCRR §521 et seq., 42 USC §1396a(a)(68), and any related or similar statutes, regulations, or rules, whether now in existence or hereafter created.

THIRTEENTH: The Corporation and the PC and their personnel shall at all times respect and protect the confidentiality of County records and communications to which the Corporation and the PC and its personnel may gain access to in the course of providing the services required hereunder. The Corporation and the PC represent that they shall not disclose any such information to third parties without the prior written authorization of the County. In addition, the Corporation, and the PC, their officers, agents and employees and subcontractors and the County, its agents, employees and subcontractors shall treat all client/patient information, which is obtained by them through this Agreement, as confidential information to the extent required by the laws and regulations of the United States and the laws and regulations of the State of New York.

FOURTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of a conflict between the terms of this Agreement and the provisions of any Schedule attached hereto, the terms of this Agreement shall control.

FIFTEENTH: A. The PC agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule “F,” entitled “Standard Insurance Provisions,” which is attached hereto and made a part hereof.

B. The County shall defend, indemnify and hold harmless the Corporation, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the County or third parties under the direction or control of the County.

C. The Corporation shall defend, indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly out of the acts or omissions hereunder by the Corporation.

SIXTEENTH: This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

SEVENTEENTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, The County of Westchester and the Corporation and the PC have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____

WESTCHESTER COUNTY HEALTH CARE CORPORATION

By: _____

**WESTCHESTER MEDICAL CENTER
ADVANCED PHYSICIAN SERVICES, P.C.**

By: _____

Approved by the Westchester County Board of Legislators on the ____ day of _____, 20____ by Act _____

Authorized and approved by the Board of Acquisition and Contract at a meeting duly held on the ____ day of _____,

Approved:

Sr. Assistant County Attorney
County of Westchester

K/mg/ WCHCC TB CHEST X RAY RELATED MEDICAL 129618 Mar 2023

CORPORATE ACKNOWLEDGMENT
(WCHCC)

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER) ss:

On this _____ day of _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

CORPORATE ACKNOWLEDGMENT
(PC)

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER) ss:

On this _____ day of _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the
foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Corporation)

was, at the time of execution

(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation
by authority of its Board of Directors, thereunto duly authorized and that such authority is in full
force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the _____ day of _____ in the year 20__ before me, the undersigned, a
Notary Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose
and say that he/she resides at _____,
and he/she is an officer of said corporation; that he/she is duly authorized to execute said
certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to
such authority.

Notary Public
Date

SCHEDULE "A1"
T.B. SCOPE OF SERVICES

In order to initiate a referral to the Corporation, Westchester County must first contact, as appropriate, the following Corporation Departments:

Outpatient Clinics 914 493 7667

Adult Emergency Department 914 493 5000

Pediatric Emergency Department 914 493 6001

1. Westchester County must notify Corporation/PC when a referral is for an infectious patient so that appropriate isolation and other steps may be initiated by Corporation/PC. Services for radiographs will be available during the Corporation's normal business hours, as such services are available to any patient of the Corporation.
2. Appointments may be necessary for radiographs and CT scans, the Department and/or Patient should contact the Corporation prior to arrival to ensure prompt availability of services. Patients will present an X-ray requisition upon arrival for an X-ray. Symptomatic patients will be called in to X-ray department in advance.
3. Physician orders for sedation or any other medications and/or procedures strictly related to the performance of the radiological procedure shall be made in accordance with standard medical practice.
4. Radiographic images on patients of the Westchester County Department of Health will be processed in accordance with Corporation and PC policies and procedures. Copies of records will be made available to County upon request and at County expense.
5. Standard services will include postero-anterior and lateral views of the chest images interpretation (must be provided to Corporation on CD or DVD).

Charge for Both Views and Interpretation	\$ 45.00
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Retake of Technically Insufficient images	No Charge
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Follow-up Single View, P-A or Lateral View (Unless Repeat Lateral Requested)	\$ 45.00
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Additional Copy at	\$ 10.00
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6. Chest x-ray Reading only (Pediatric over-reads):
 To be reimbursed at the current Medicaid rate.
7. Additional X-rays (other views) and Interpretation:
 To be reimbursed at current Medicaid rate.

- | | |
|--|----------|
| 8. Computed Tomography (CT): | |
| CT of the chest | \$200.00 |
| Interpretation of CT without contrast | \$56.00 |
| Interpretation of CT with contrast | \$68.00 |
| 9. Consultation on X-ray examination made elsewhere,
written report | \$20.00 |

The Corporation will first bill patient's private insurance, Medicare *and/or Medicaid* for services listed in numbers 5, 7, 8 and 9, if applicable, except that * Corporation will not bill Medicaid for x-ray services listed in numbers 5 and 7, instead, Westchester County Department of Health will bill Medicaid and pay the Corporation the then-current Medicaid rate for these services.

Corporation will be reimbursed by the County up to the stated contract rates as listed, only if patient's insurance reimbursement is less than contract rates.

PROCEDURE FOR REFERRAL BY WESTCHESTER COUNTY DEPARTMENT OF HEALTH (THE "DEPARTMENT") PATIENTS FROM ITS TUBERCULOSIS (TB) CLINICS TO THE CORPORATION'S AMBULATORY CARE SERVICES DEPARTMENT.

1. The clinician in the Department TB Clinic will complete the attached Referral Form **and** attach copies of all current laboratory reports when referring a patient from the TB Clinic to the Corporation.
2. A signed Consent of Release of Information from the patient must be included, as well as documentation of the patient's medical insurance, if any.
3. The Department referring clinician must notify the Corporation's AMBULATORY CARE designee prior to referral and to schedule an appointment. (specific patient demographic information will be included on Referral Form as available). **The contact phone number for all referrals is (914) 493-7667.**
4. The patient must present to the Corporation (Ambulatory Care Services Dept) Adult Primary Care Center (APCC) with the Department referral and required documents.
5. The Corporation will bill a patient's third party payor (private health insurance or federally funded health insurance program), unless otherwise agreed to herein. For those patients who do not have health insurance which will pay for the services described herein, the Department will pay the Corporation for the services.

6. The Department will pay at the then-current Medicaid rate for services rendered. A bill will be forwarded to the Department (with copy of referral) to:

Westchester County Department of Health
Financial Administration
10 County Center Road, 2nd Floor
White Plains, New York 10607

7. The Corporation APCC clinician will contact the Department Director of Communicable Diseases at (914) 813-5180, when deemed appropriate.

8. The Department clinician will contact the APCC designee, the Director of Ambulatory Care, when deemed appropriate at (914) 493-8778. The Managed Care Coordinator can be reached at (914) 493-7678.

**WESTCHESTER COUNTY DEPARTMENT OF HEALTH
REFERRAL FORM**

Use typewriter or ballpoint pen • Write firmly on hard surface

REFERRAL REQUEST TO: _____ DATE OF REQUEST _____

PATIENT NAME: Last, first, middle _____ DATE OF BIRTH _____

PATIENT ADDRESS: Number & Street, City, State, Zip _____ MALE FEMALE

PARENT/GUARDIAN: Name & Address _____ TELEPHONE NUMBER _____

REFERRED BY: _____ TELEPHONE & EXTENSION _____

YONKERS/ WHITE PLAINS DISTRICT OFFICE
WESTCHESTER COUNTY DEPT OF HEALTH
Address: _____

REASON FOR REFERRAL: (list all pertinent information)

Signature of Referring Physician Date

REPORT OF REFERRAL

Findings:

Recommendations:

Signature Date

SCOPE OF SERVICE FOR DETAINED TUBERCULOSIS PATIENTS

WESTCHESTER COUNTY DEPARTMENT OF HEALTH (THE "DEPARTMENT") WILL IDENTIFY PATIENTS REQUIRING INVOLUNTARY CONFINEMENT AND PURSUE REQUIRED LEGAL ACTION WHEN A PATIENT REQUIRES SUCH INVOLUNTARY CONFINEMENT FOR TREATMENT OF TUBERCULOSIS (TB)

THE DEPARTMENT/THE CORPORATION WILL BE RESPONSIBLE FOR THE FOLLOWING REGARDING PATIENTS WITH A TB DIAGNOSIS:

MEDICAL

The Department will contact the Corporation to determine if adequate resources are available to provide care to a detained TB patient. The Department will not refer such patient to the Corporation until the Department receives written authorization from the Corporation's Medical Director, Emergency Services

UPON RECEIPT OF DETENTION ORDERS, THE DEPARTMENT WILL NOTIFY THE CORPORATION's Medical Director, Disaster Medicine and Regional Emergency Services AND FORWARD A COPY OF THE COURT ORDER WITH PATIENT'S MEDICAL SUMMARY, COPY OF LABORATORY AND RELATED X-RAY REPORTS.

THE DEPARTMENT WILL PROVIDE MEDICAL CONSULTATION, WHERE NECESSARY, TO THE CORPORATION'S DESIGNATED CLINICAL DESIGNEE UPON REQUEST.

THE CORPORATION WILL PROVIDE CURRENT STANDARD TREATMENT REGIMENS AND MONITORING.

THE CORPORATION WILL DESIGNATE AN ATTENDING PHYSICIAN, WITH APPROPRIATE CREDENTIALS, TO MANAGE THE DETAINED PATIENT FOR THE DURATION OF THE HOSPITALIZATION AS DEEMED NECESSARY BY SAID PHYSICIAN.

THE DEPARTMENT WILL PROVIDE EDUCATIONAL INFORMATION FOR THE DESIGNATED CARE TEAM.

THE DEPARTMENT WILL BE AVAILABLE TO REVIEW CASES WITH THE CORPORATION CARE TEAM, AS NEEDED, AND AS DELINEATED IN THE COURT ORDER. WRITTEN CONSENTS FROM THE PATIENT WILL BE REQUIRED, AND SUCH IDENTIFIED IN THE COURT ORDER, ESPECIALLY, IF A DUAL DIAGNOSIS (TB/HIV) IS INDICATED.

GUARD SERVICES

THE CORPORATION WILL ARRANGE FOR GUARD SERVICES TWENTY FOURS (24) HOURS A DAY/ SEVEN (7) DAYS PER WEEK FOR PATIENTS WITH A TB DIAGNOSIS THAT REQUIRE INVOLUNTARY CONFINEMENT. THE DEPARTMENT WILL REIMBURSE THE CORPORATION THE COST FOR SUCH GUARD SERVICES AS WELL AS ANY ADDITIONAL COSTS NECESSARY FOR THE CORPORATION TO ISOLATE SUCH PATIENT FROM OTHER CORPORATION PATIENTS.

ADMINISTRATIVE

THE DEPARTMENT WILL BE RESPONSIBLE FOR PREPARING ALL COURT DOCUMENTS, INCLUDING DISCHARGE CONDITIONS, IN COOPERATION WITH THE CORPORATION DESIGNEE.

THE DEPARTMENT WILL BE RESPONSIBLE FOR COORDINATING DIRECTLY OBSERVED THERAPY UPON A PATIENT'S DISCHARGE. THE CORPORATION DESIGNEE WILL BE NOTIFIED AND INCLUDED IN PATIENT DISCHARGE PLAN.

IF APPROPRIATE THE CORPORATION WILL ADMIT DETAINED TB PATIENTS REFERRED BY THE DEPARTMENT WITH ADVANCE NOTIFICATION TO, AND APPROVAL FROM, THE CORPORATION DESIGNEE.

IN ADDITION, THE CORPORATION WILL BE RESPONSIBLE FOR THE FOLLOWING REGARDING PATIENTS WITH A DUAL TB/HIV DIAGNOSIS:

IF PATIENT IS KNOWN TO THE CORPORATION AND A DUAL DIAGNOSIS (TB/HIV) IS IDENTIFIED, (PATIENT INMATES REQUIRE COORDINATION BY MEDICAL DEPARTMENT OF THE CORPORATION AND DEPARTMENT OF HEALTH PRIOR TO REFERRAL), THE CORPORATION WILL BE RESPONSIBLE FOR THE FOLLOWING:

MEDICAL

THE CORPORATION WILL DESIGNATE AN ATTENDING PHYSICIAN, WITH APPROPRIATE CREDENTIALS TO MANAGE THE DETAINED PATIENT FOR THE DURATION OF THE HOSPITALIZATION AS DEEMED NECESSARY BY SAID PHYSICIAN.

CURRENT STANDARD TREATMENT REGIMENS AND MONITORING WILL BE FOLLOWED.

THE CORPORATION WILL PROVIDE DIRECTLY OBSERVED THERAPY DURING HOSPITALIZATION AND WILL NOTIFY THE DEPARTMENT IF PATIENT IS REFUSING ANY OR ALL OF MEDICAL TREATMENT MODALITIES.

THE CORPORATION WILL ORDER ALL REQUIRED TESTING (BACTERIOLOGY, LAB WORK, SPUTUM INDUCTION, CT SCANS, AUDIOLOGY, VISION SCREENING, URINE TOXICOLOGY, ETC.) IN ACCORDANCE WITH THE MANAGEMENT PLAN. CONSULTS SHOULD BE PROVIDED ONLY IF URGENT, OTHERWISE, AS RELATED TO PATIENT CONDITION (TB.)

THE DEPARTMENT WILL REIMBURSE THE CORPORATION FOR ALL COSTS ASSOCIATED WITH REQUIRED TESTING AND INCURRED BY THE CORPORATION AT THE THEN-CURRENT MEDICAID RATE.

CASE MANAGEMENT

IN THE CASE OF A DUAL DIAGNOSIS (TB/HIV), A CASE MANAGEMENT TEAM, CONSISTING OF AT LEAST AN ATTENDING PHYSICIAN, NURSING STAFF, AND SOCIAL WORKER STAFF WILL BE DESIGNATED BY THE CORPORATION (ALL OTHERS WOULD HAVE A DESIGNATED

ATTENDING.) THE IDENTIFIED TEAM WILL BE RESPONSIBLE FOR THE DAY-TO-DAY MANAGEMENT OF THE PATIENT THROUGHOUT THE HOSPITALIZATION.

THE CORPORATION WILL MAKE ALL NECESSARY REFERRALS TO OTHER SERVICES (PSYCHIATRY, DENTAL, SURGERY, GASTROENTEROLOGY, SOCIAL SERVICE FOR HOUSING, ENTITLEMENTS, DRUG TREATMENT, ETC.) AS DEEMED NECESSARY AND APPROPRIATE BY THE MANAGEMENT TEAM. THE DEPARTMENT WILL REIMBURSE THE CORPORATION FOR ALL COSTS ASSOCIATED WITH NECESSARY REFERRALS AND INCURRED BY THE CORPORATION AT THE THEN-CURRENT MEDICAID RATE.

FOR ALL PATIENTS, THE CORPORATION AND THE DEPARTMENT WILL BE RESPONSIBLE FOR THE FOLLOWING:

ADMINISTRATIVE/BILLING

THE DEPARTMENT WILL REIMBURSE THE CORPORATION FOR GUARD SERVICES PROVIDED AT THE THEN – CURRENT HOURLY RATE.

SERVICE REIMBURSEMENT WILL BE CHARGED AT THE THEN-CURRENT MEDICAID RATE.

IF THE PATIENT IS UNINSURED, THE DEPARTMENT WILL REIMBURSE THE HOSPITAL AT THEN-CURRENT MEDICAID RATE, SUBJECT TO THE CONDITIONS SPECIFIED IN THIS AGREEMENT.

IN ORDER TO OBTAIN REIMBURSEMENT FOR UNINSURED PATIENTS, THE CORPORATION MUST SUBMIT TO THE DEPARTMENT AFTER PATIENT DISCHARGE, THE FOLLOWING INFORMATION:

A COPY OF THE UB04 FORM WHICH INCLUDES THE DRG AND NUMBER OF DAYS OF HOSPITALIZATION.

THE DISCHARGE SUMMARY SHEET IDENTIFYING THE ADMISSION NUMBER OF THE PATIENT.

THE COMPLETED FORM 1565 (MEDICAL INSURANCE DETERMINATION FORM-SECTION A, ATTACHED).

THE COMPLETED STANDARD VOUCHER (ATTACHED).

A COMPLETE COPY OF THE PATIENT'S MEDICAL RECORD.

SCHEDULE "C" (WCHCC)
QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability company, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.

- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**

- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color", as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

_____ No

_____ Yes

Please note: If you answered "yes" based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered "Yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups
_____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban,
Central or South American descent of either Indian or Hispanic origin
regardless of race

_____ Native American or Alaskan native persons having origins in any of the
original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East
countries, South East Asia, the Indian sub-continent or the Pacific
Islands

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "C" (PC)
QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability company, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.

- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**

- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color", as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

_____ No

_____ Yes

Please note: If you answered "yes" based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered "Yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

[NO FURTHER TEXT ON THIS PAGE]

SCHEDULE "D" (WCHCC)
REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary):

2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary):

3.) Do any County officers or employees have an interest¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary):

[NO FURTHER TEXT ON THIS PAGE]

¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

SCHEDULE "D" (PC)
REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary):

2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary):

3.) Do any County officers or employees have an interest¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details (attach extra pages, if necessary):

[NO FURTHER TEXT ON THIS PAGE]

¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 5.) His/her spouse, children and dependents, except a contract of employment with the County;
- 6.) A firm, partnership or association of which such officer or employee is a member or employee;
- 7.) A corporation of which such officer or employee is an officer, director or employee; and
- 8.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

SCHEDULE "E" (WCHCC)
Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.



Westchester County • Department of Finance • Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is:
(check one)

- New
- Change
- No Change

INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.

Section I - Vendor Information

1. Vendor Name:		
2. Taxpayer ID Number or Social Security Number:		
3. Vendor Primary Address		
4. Contact Person Name:		Contact Person Telephone Number:
5. Vendor E-Mail Addresses for Remittance Notification:		
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>		
_____ Authorized Signature	_____ Print Name/Title	_____ Date

Section II- Financial Institution Information

7. Bank Name:		
8. Bank Address:		
9. Routing Transit Number:		10. Account Type: (check one) <input type="checkbox"/> Checking <input type="checkbox"/> Savings
11. Bank Account Number:		12. Bank Account Title:
13. Bank Contact Person Name:		Telephone Number:
14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>		
_____ Authorized Signature	_____ Print Name / Title	_____ Date

(Leave Blank - to be completed by Westchester County) - Vendor number assigned

| | | | |

SCHEDULE "E" (PC)
Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

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7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.



Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

Authorization is
(check one)

- New
- Change
- No Change

INSTRUCTIONS: Please complete both sections of this Authorization form and attach a voided check. See the reverse for more information and instructions. If you previously submitted this form and there is no change to the information previously submitted, ONLY complete lines 1 through 6 of section 1.

Section I - Vendor Information

1. Vendor Name:		
2. Taxpayer ID Number or Social Security Number:		
3. Vendor Primary Address		
4. Contact Person Name:	Contact Person Telephone Number:	
5. Vendor E-Mail Addresses for Remittance Notification:		
6. Vendor Certification: <i>I have read and understand the Vendor Direct Payment Program and hereby authorize payments to be received by electronic funds transfer into the bank that I designate in Section II. I further understand that in the event that an erroneous electronic payment is sent, Westchester County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Westchester County will utilize any other lawful means to retrieve payments to which the payee was not entitled.</i>		
_____	_____	_____
Authorized Signature	Print Name/Title	Date

Section II - Financial Institution Information

7. Bank Name:		
8. Bank Address:		
9. Routing Transit Number:		10. Account Type: (check one) <input type="checkbox"/> Checking <input type="checkbox"/> Savings
11. Bank Account Number:	12. Bank Account Title	
13. Bank Contact Person Name:		Telephone Number:
14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): <i>I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.</i>		
_____	_____	_____
Authorized Signature	Print Name / Title	Date

(Leave Blank - to be completed by Westchester County) - Vendor number assigned

| | | | |

SCHEDULE "F "
STANDARD INSURANCE PROVISIONS
(Consultant) (PC)

1. Prior to commencing work, the PC shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the PC and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Consultant shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the PC to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the PC to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the PC from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the PC concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the PC until such time as the PC shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The PC shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

(e) PC's Professional Liability. The PC shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).

3. All policies of the PC shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the PC.